BANGALORE ELECTRICITY SUPPLY COMPANY LIMITED

Enquiry No: BESCOM/GM(DAS)/CS/OFC/24-25/10/Call-2
Dated: 21.09.2024

SECTION – IV

ANNEXURES

Providing Point to Point Carrier Ethernet Services for DAS operations

Issued By
General Manager (DAS)
Corporate office, BESCOM
BESCOM Integrated Control Center-1,
17th cross, 24th Main,
Sector-2, HSR layout
Bangalore-560102

E-mail ID: gmdas@bescom.co.in
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ANNEXURE-A: NO DEVIATION CERTIFICATE

(Annexures A to C shall be combined in One notarized Self-declaration on Rs. 500/- stamp paper)

IMPORTANT: TO BE UPLOADED IN KPP PORTAL

Bidder's Name & Address:

To,
The General Manager (Ele.)
DAS Section, BESCOM
BICC-1 Bldg, 2nd Sector
24th Main, 17th Cross, HSR layout
Bangalore – 560 102

NO DEVIATION CERTIFICATE

With reference to our Bid, for Enquiry No: BESCOM/GM(DAS)/CS/OFC/24-25/10/Call-2 Dated: 21.09.2024, for "Providing Point to Point Carrier Ethernet Services for DAS operations", we hereby confirm that we have read the provisions of the Contract, the stipulation of these Clauses are acceptable to us and we have not taken any deviation whatsoever to any of the Clauses.

We further confirm that any deviation to the above Clauses found anywhere in our Bid Proposal, implicit or explicit, shall stand unconditionally withdrawn, without any Cost implication whatsoever to.

Date

Place

Signature

Name
Designation
Company Seal

ANNEXURE-B: SELF-DECLARATION CERTIFICATE ON NOT MADE FALSE REPRESENTATION/POOR PERFORMANCE

(Annexures A to C shall be combined in One notarized Self-declaration on Rs. 500/- stamp paper)

IMPORTANT: TO BE UPLOADED IN KPP PORTAL

Bidder's Name & Address:

To,

The General Manager (Ele.)
DAS Section, BESCOM
BICC-1 Bldg, 2nd Sector
24th Main, 17th Cross, HSR layout
Bangalore – 560 102

Self-Declaration Certificate

We hereby confirm and declare that we, M/s ----------,

i. have not made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or

ii. have no record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or

iii. have not participated in the previous Tender for the same work and had quoted unreasonably high tender prices and could not furnish rational justification; and/or

iv. is not Black-Listed due to non-performance in execution of works by any Public Electrical Utility/Govt. utility as on date of bid submission; and/or

v. is not Defaulted/short closed due to non-performance in execution of works against the order placed any Public Electrical Utility/Govt. utility as on date of bid submission.

For ----------

Date

Signature

Place

Name
Designation
Company Seal

ANNEXURE-C: SELF-DECLARATION CERTIFICATE ON NOT BEING FROM BORDER SHARING COUNTRY

(Annexures A to C shall be combined in One notarized Self-declaration on Rs. 500/- stamp paper)

IMPORTANT: TO BE UPLOADED IN KPP PORTAL

Bidder's Name & Address:

To,

The General Manager (Ele.)
DAS Section, BESCOM
BICC-1 Bldg, 2nd Sector
24th Main, 17th Cross, HSR layout
Bangalore – 560 102

Self-Declaration Certificate

I have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India; I certify that this (Bidder.....) is not from such a country or, if from such a country, has been registered with the Competent Authority.

I hereby certify that this (Bidder.....) fulfils all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority should be attached).

For ----------

Date

Signature

Place

Name
Designation
Company Seal

ANNEXURE-D: UNDERTAKING ON BEING NOT BLACKLISTED

IN FIRM/COMPANY LETTER HEAD

.....

IMPORTANT: TO BE UPLOADED IN KPP PORTAL

Bidder's Name & Address:

To,
The General Manager (Ele.)
DAS Section, BESCOM
BICC-1 Bldg, 2nd Sector
24th Main, 17th Cross, HSR layout
Bangalore – 560 102

UNDERTAKING ON BEING NOT BLACKLISTED

This is to certify that << COMPANY NAME >> is not blacklisted by Government of Karnataka / Central government/ any other States / UT for indulging in any corrupt/ fraudulent practices or for indulging in unfair trade practices.

Authorized Signatory

Name of Signatory:
Date:
Place:

ANNEXURE-E: UNDERTAKING FOR NOT HAVING DEFAULTED

IN FIRM/COMPANY LETTER HEAD

.....

IMPORTANT: TO BE UPLOADED IN KPP PORTAL

Bidder's Name & Address:

To,

The General Manager (Ele.)
DAS Section, BESCOM
BICC-1 Bldg, 2nd Sector
24th Main, 17th Cross, HSR layout
Bangalore – 560 102

UNDERTAKING ON BEING NOT HAVING DEFAULTED

This is to certify that << COMPANY NAME >> has not defaulted any other Contract as on date of the tender.

Authorized Signatory

Name of Signatory:
Bidder Name:
Date :
Place :

ANNEXURE-F: DECLARATION OF ACCEPTANCE OF TERMS AND CONDITIONS IN TENDER

IN FIRM/COMPANY LETTER HEAD

.....

IMPORTANT: TO BE UPLOADED IN KPP PORTAL

Bidder's Name & Address:

To,
The General Manager (Ele.)
DAS Section, BESCOM
BICC-1 Bldg, 2nd Sector
24th Main, 17th Cross, HSR layout
Bangalore – 560 102

Sir/Madam,

Ref: Tender No: Enquiry No: **BESCOM/GM-DAS/CS/OFC/24-25/10/Call-2 Dated: 21.09.2024.**

Sir,

I have carefully gone through the Terms & Conditions contained in the tender document vide reference regarding "Providing Point to Point Carrier Ethernet Services for DAS operations".

I declare that all the provisions of this Tender Document are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,

(Signature of the Bidder)
Printed Name:
Designation:
Seal:
Date:

ANNEXURE-G: DETAILS OF THE BIDDER

IN FIRM/COMPANY LETTER HEAD

.....

IMPORTANT: TO BE UPLOADED IN KPP PORTAL

Sl. No.	Particulars					Details
1.	Name of the Bidder					
2.	Address of the Bidder					
3.	Status of the Company (Public Ltd/ Pvt. Ltd)					
4.	Details of Incorporation of the Company					**Date:**
						Ref. #
5.	Details of Commencement of Business					**Date:**
						Ref. #
6.	Valid Sales tax registration no.					
7.	Valid GST no					
8.	Valid Service tax registration no.					
9.	Permanent Account Number (PAN)					
10	Name & Designation of the contact person to whom all references shall be made regarding this tender					
11	Telephone No. (with STD Code)					
12	E-Mail of the contact person:					
13	Fax No. (with STD Code)					
14	Website					
15	**Financial Details (as per audited Balance Sheets) (in Cr)**					
16	Year	**2018-19**	**2019-20**	**2020-21**	**2021-22**	**2022-23**
17	Net Worth					
18	Turn Over					
19	**PAT**					

ANNEXURE-H: FORMAT FOR TENDER CAPACITY

IN FIRM/COMPANY LETTER HEAD

.....

IMPORTANT: TO BE UPLOADED IN KPP PORTAL

1.1 Constitution or legal status of Tenderer [Attach copy]

Place of Registration _____
(Attach Copy)

Principal place of business: _____

1.2 Total value of works executed and payments received in the last five years (in Rs. Lakhs)*

2019 - 20_____
2020 - 21_____
2021 - 22_____
2022 - 23_____
2023 - 24_____

1.3 Work performed as Prime Contractor (in the same name) on works of similar nature over during the five years specified in 1.2 above.

Project Name (1)	Name of Employer (2)	Description of Work (3)	Contract Number (4)	Value of Contract Rs. Lakhs (5)	Date of issue of work order (6)	Specified period of completion (7)	Actual date of completion (8)	Remarks explaining reasons for delay in completion of work (9)

1.4 Information on works for which Tenders have been submitted and works which are yet to be completed as on the date of this Tender.

(A) Existing commitments and on-going works:

Description of Work (1)	Place & State (2)	Contract No & Date (3)	Name and Address of Employer (4)	Value of Contract (Rs. Lakhs) (5)	Stipulated period of completion (6)	Value of works remaining to be completed (Rs. Lakhs)** (7)	Anticipated date of completion (8)

(B) Works for which Tenders already submitted:

Description of Work (1)	Place & State (2)	Name and Address of Employer (3)	Estimated value of works (Rs. Lakhs) (4)	Stipulated period of completion (5)	Date when decision is expected (6)	Remarks if any (7)

1.5 Construction equipment owned by the tenderer and equipment proposed to be deployed on this contract, if awarded;

1.6 Reports on the financial standing of the tenderer, such as profit and loss statements and auditor's reports for the last five years;

1.7 Qualification and experience of the key technical and management personnel in permanent employment with the tenderer and those that are proposed to be deployed on this contract, if awarded.

1.8 Name, address, and telephone, telex, and fax numbers of the Tenderers' bankers who may provide references if contacted by the Employer.

1.9 Proposals for subcontracting components of works amounting to more than 20% of the contract price [for each, the qualifications and experience of the identified sub-contractor in the relevant fields should be attached.]

* Attach certificate from Chartered Accountant
** Attach certificates from Engineers-in-charge

ANNEXURE-I: FORMAT FOR UPLOADING ANNUAL TURNOVER INFORMATION

IN FIRM/COMPANY LETTER HEAD

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IMPORTANT: TO BE UPLOADED IN KPP PORTAL

Bidder's Name & Address:

To,
The General Manager (Ele.)
DAS Section, BESCOM
BICC-1 Bldg, 2nd Sector
24th Main, 17th Cross, HSR layout
Bangalore – 560 102

This is to certify that the annual turnover furnished by << COMPANY NAME >> for last 5 years i.e. 2018-19, 2019-20, 2020-21, 2021-22 and 2022-23 is as below. This is as per the Statement of Accounts which has been duly verified by me and found correct.

Financial year	Total Turnover of the Company (Rs. in Lakhs)
2018-19	
2019-20	
2020-21	
2021-22	
2022-23	

Place:
Date:

Seal & Signature of Chartered Accountant

Note:
Certified copies of audited financial statement to be uploaded.

ANNEXURE-J: FORMAT FOR BANKERS'S CERTIFICATE/LINE OF CREDIT LETTER

ON BANKS LETTER HEAD

.....

(TO BE ISSUED IN THE LETTER HEAD OF THE BANK BRANCH)

IMPORTANT: TO BE UPLOADED IN KPP PORTAL

Reference Number (Sl.No)

Place:

Date:

To:

[Name & Address of the beneficiary]

This is to certify that M/s ..... (name of the Customer) having their registered/administrative office at .... is a customer of our Bank and is engaged in .... (nature of activity). Their financial transaction with our Bank has been satisfactory. Therefore, we have extended credit facilities as mentioned below to meet their financial requirement towards the execution of the .... (brief details of works) as per the Loan Policy of the Bank:

Sl.No	**Type of facility**	**Amount in Rs (As on Date of issue Certificate)**		
(1)	Cash at Bank	Rs.....		
(2)	Term Deposits	Rs.....		
(3)	Fund based Credit Facility (includes overdraft)	Sanctioned limit	Utilized amount	Available Balance amount
		Rs.....	Rs.....	Rs.....

Note: Date of the Certificate

Liquid Assets as on last date of previous month of tender inviting date or at a later date before submission of bid.

Yours faithfully,

BRANCH MANAGER

ANNEXURE-K: UNDERTAKING ON 365 X 24 X 7 CUSTOMER SERVICE

(On notarized Stamp Paper of Rs. 500/-)

IMPORTANT: TO BE UPLOADED IN KPP PORTAL

Bidder's Name & Address:

To,
The General Manager (Ele.)
DAS Section, BESCOM
BICC-1 Bldg, 2nd Sector
24th Main, 17th Cross, HSR layout
Bangalore – 560 102

Undertaking on 365 X 24 X 7 Customer Service

We hereby confirm and declare that we, M/s ----------, shall provide fully functional Customer Service Centre with 365 X 24 X 7 help Desk.

For ----------

Date

Signature

Place

Name
Designation
Company Seal

ANNEXURE-L: PROFORMA OF LETTER OF UNDERTAKING

PROFORMA OF LETTER OF UNDERTAKING
(On Non-Judicial stamp paper of requisite value)

IMPORTANT: TO BE UPLOADED IN KPP PORTAL

Ref ……. Date …….

To,
The General Manager (Ele.)
DAS Section, BESCOM
BICC-1 Bldg, 2nd Sector
24th Main, 17th Cross, HSR layout
Bangalore – 560 102

Dear Sirs,

1. I*/We* have read and examined the following Bid Documents relating to the…… (full scope of Work).
   a) Notice Inviting Tender.
   b) Conditions of Contract containing Sections: “Information for Bidders”, Instructions to Bidders", "General Terms & Conditions of Contract (GCC) and “Annexures”.

2. I*/We* hereby submit our Bid and undertake to keep our Bid Valid for a period of 180 Days from the date of opening of Bid. I*/We* hereby further undertake that during said period I*/We* shall not vary/alter or revoke my*/our* Bid.

This undertaking is in consideration of BESCOM agreeing to open my/our Bid and consider and evaluate the same for the purpose of Award of Work in terms of provisions of Clause entitled "Award of Contract" Section ITB, Conditions of Contract in the Bid Documents.

Should this Bid be accepted, I*/We* also agree to abide by and fulfil all the terms, conditions of provision of the above mentioned Bid Documents.

Witness: Signature along with Seal of Co.

……
Signature:
Date:
Name & Address

(Duly authorized to sign the Tender On behalf of the Contractor)

Name……
Designation……
Name of Company ……

*Strike out whichever is not applicable.

ANNEXURE-M: POWER OF ATTORNEY

POWER OF ATTORNEY
(On Non-Judicial Stamp Paper of appropriate Value)

IMPORTANT: TO BE UPLOADED IN KPP PORTAL

KNOW ALL MEN BY THESE PRESENTS that we .....a Company incorporated under the laws of .....and having its Registered Office/Head Office at .....(hereinafter called "Manufacturer / Bidder" which expression shall unless repugnant to the Context or meaning thereof, include its successors, administrators and assigns) acting through Mr.....its constitute, nominate and appoint M/s.....a Company incorporated under the laws of ..... and having its Registered/ Head Office at .....as its duly constituted lawful Attorney (hereinafter called "Attorney" or "Authorized Representative") to exercise all or any of the powers for and on behalf of the 'Manufacturer / Bidder in regard to Specification No ..... the Bids for which have been invited by .....(Address "Owner") to undertake the following acts:

i) To submit proposal and participate in the aforesaid Bid Specification of the "Owner" on behalf of the "Manufacturer / Bidder".
ii) To negotiate with the "Owner" the Terms and Conditions including Price for Award of the Contract pursuant to the aforesaid Bid and to sign the Contract with the "Owner' for and on behalf of the Manufacturer / Bidder.
iii) To receive accept and execute the Contract for and on behalf of the "Manufacturer / Bidder".
iv) To do any other act or submit any Document related to the above.

It is expressly understood that the Power of Attorney shall remain valid, binding and irrevocable till submission of the Contract Performance Guarantee in terms of the Contract. The "Manufacturer / Bidder" hereby agrees and undertakes to satisfy and confirm all whatsoever the said "Attorney"/"Authorised Representative" quotes in the Bid, negotiates and signs the Contract with the "Owner" and/or purports to act on behalf of the "Manufacturer / Bidder" by virtue of this Power of Attorney and the same shall bind the "Manufacturer / Bidder" as if done by itself.

IN WITNESS WHEREOF THE "Manufacturer/ Bidder" has executed these Presents at .....on this day of..... under the Common Seal of the Manufacturer / Bidder company.

Specimen Signature of Attorney Holder
.....
(Name)

For and on behalf of

Common Seal of the above Manufacturer / Bidder
Has been affixed thereunto, in the presence of.

WITNESSES:
1. Signature .....
Name.. .....
Designation ....
Occupation .....

ANNEXURE-N: BID FORM

BG NO.
BESCOM/GM-DAS/CS/OFC/24-25/10/Call-2 Dated: 21.09.2024
PROVIDING POINT TO POINT CARRIER ETHERNET SERVICES FOR DAS OPERATIONS

TO:

GENERAL MANAGER(ELE)
DAS SECTION, BESCOM
BICC-1 BLDG, 2ND SECTOR
24TH MAIN, 17TH CROSS, HSR LAYOUT
BANGALORE – 560 102

Dear Sir,

Having examined the bidding documents, including Addendum Nos. *[insert numbers]*, the receipt of which is hereby acknowledged, we, the undersigned, offer to "Providing point to point carrier Ethernet services for das operations" under the above-named Contract in full conformity with the said bidding documents for the sum of: *[amount in words]*, *[amount in figures]* or such other sums as may be determined in accordance with the terms and conditions of the Contract. The above amounts are in accordance with the Price Schedules attached herewith and are made part of this bid.

We undertake, if our bid is accepted, to commence the Facilities and to achieve Completion within the respective times stated in the bidding documents.

If our bid is accepted, we undertake to provide a performance security in the form, in the amounts, and within the times specified in the bidding documents.

We agree to abide by this bid, which consists of this letter for a period of *[number]* days from the date fixed for submission of bids as stipulated in the bidding documents, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

Until a formal contract is prepared and executed between us, this bid together with your written acceptance thereof and your notification of award shall constitute a binding contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this _____ day of _____, 20_____

_____
[signature]

In the capacity of _____
[position]

Duly authorized to sign this bid for and on behalf of _____
[name of Bidder]

Attachment:

Price Schedule
PREAMBLE

General

1. The Price schedule do not generally give a full description of the services to be performed under each item. Bidders shall be deemed to have read the bidding documents to ascertain the full scope of the requirements included in each item prior to filling in the rates and prices. The entered rates and prices shall be deemed to include for the full scope as aforesaid, including overheads and profit.

2. If bidders are unclear or uncertain as to the scope of any item, they shall seek clarification in accordance with the Instructions to Bidders in the bidding documents prior to submitting their bid.

Pricing

1. As specified in the Instruction to Bidders, prices shall be FIXED and FIRM except taxes for the duration of the Contract.

2. Bid prices shall be quoted in the manner indicated and in the currencies specified in the Instructions to Bidders in the bidding documents.

   Prices given in the Schedule against each item shall be for the scope covered by that item as detailed in the bidding documents.

3. Where there are errors between the total of the amounts given under the column for the price breakdown and the amount given under the Total Price, the former shall prevail and the latter will be corrected accordingly.

   Where there are discrepancies between amounts stated in figures and amounts stated in words, the amounts stated in words shall prevail.

4. Payments will be made to the Contractor in the currency or currencies indicated under each respective item.

5. Items left blank will be deemed to have been included in other items. The **TOTAL** shall be deemed to be the total price for executing the Facilities and sections thereof in complete accordance with the Contract, whether or not each individual item has been priced.

6. When requested by the Employer for the purposes of making payments or part payments, valuing variations or evaluating claims, or for such other purposes as the Employer may reasonably require, the Contractor shall provide the Employer with a breakdown of any composite or lump sum items included in the Schedule.

PRICE SCHEDULE:

Sl.No	Description	Qty	Unit for QTY	Unit Price(INR)	Local Taxes (INR)	Total Price including Taxes(INR)
1	One Time Installation charges of links	4	Nos			
2	Annual charges of links for First Year	4	Nos			
3	Annual charges of links for Second Year	4	Nos			
Total						

ANNEXURE-O: PERFORMANCE SECURITY FORM

BG NO.
BESCOM/GM-DAS/CS/OFC/24-25/10/Call-2 Dated: 21.09.2024
PROVIDING POINT TO POINT CARRIER ETHERNET SERVICES FOR DAS OPERATIONS

To:

General Manager (Ele)
DAS Section, BESCOM,
BICC-1 Bldg, 2nd sector
24th main, 17th cross, HSR Layout,
Bangalore – 560 102

Dear sir,

We refer to the Contract agreement ("the Contract") signed on *[date]* between you and *[name of Contractor]* ("the Contractor") concerning design, execution and completion of *[name of Project]* Project.

By this letter we, the undersigned, *[name of Bank]*, a Bank (or company) organized under the laws of *[country of Bank]* and having its registered/principal office at *[address of Bank]*, do hereby jointly and severally with the Contractor irrevocably guarantee payment owed to you by the Contractor, pursuant to the Contract, up to the sum of *[amount]*, corresponding to five percent(5pct) of the Contract Value.

This Letter of Guarantee shall be valid from the date of issue until ninety (90) days after the completion of Contract Period.

We shall only make payment under this Letter of Guarantee upon our receipt of a written demand signed by your duly authorized officer for a specified sum, where such demand sets out the reasons for your claim under this Letter of Guarantee and is accompanied by

A. A copy of the written notice sent by you to the Contractor before making the claim under this Guarantee, specifying the Contractor's breach of Contract and requesting the Contractor to remedy it

B. A letter signed by your duly authorized officer certifying that the Contractor has failed to remedy the default within the period allowed for remedial action

C. A copy of your written notice to the Contractor stating your intent to claim under this Letter of Guarantee because of the Contractor's failure to remedy the default in accordance with the request referred to in paragraph (a) above.

Our liability under this Letter of Guarantee shall be to pay to you whichever is the lesser of the sum so requested or the amount then guaranteed hereunder in respect of any demand duly made hereunder prior to expiry of this Letter of Guarantee, without being entitled to inquire whether or not this payment is lawfully demanded.

Except for the documents herein specified, no other documents or other action shall be required, notwithstanding any applicable law or regulation.

If the Contract Period is extended with respect to any part of the facilities in accordance with the Contract, you shall notify us, and the validity of this Letter of Guarantee shall be extended with respect to the percentage of the Contract Price stipulated in the notification until expiry of such extended Contract Period.

Our liability under this Letter of Guarantee shall become null and void immediately upon its expiry, whether it is returned or not, and no claim may be made hereunder after such expiry or after the aggregate of the sums paid by us to you shall equal the sums guaranteed hereunder, whichever is the earlier.

All notices to be given hereunder shall be given by registered (airmail) post to the addressee at the address herein set out or as otherwise advised by and between the parties hereto.

We hereby agree that any part of the Contract may be amended, renewed, extended, modified, compromised, released or discharged by mutual agreement between you and the Contractor, and this security may be exchanged or surrendered without in any way impairing or affecting our liabilities hereunder without notice to us and without the necessity for any additional endorsement, consent or guarantee by us, provided, however, that the sum guaranteed shall not be increased or decreased.

No action, event or condition which by any applicable law should operate to discharge us from liability hereunder shall have any effect and we hereby waive any right we may have to apply such law, so that in all respects our liability hereunder shall be irrevocable and, except as stated herein, unconditional in all respects.

Notwithstanding anything contained hereinabove:

1) Our liability under this guarantee shall not exceed *[amount]*

2) This guarantee shall be valid upto …, where after it ceases to be in effect in all respects whether or not the original Bank Guarantee is returned to us, and

3) Our liability under this guarantee will arise only if we receive a notice in writing from Bangalore Electricity Supply Company Limited, on or before *[date]* advising us of Contractor's failure leading to our liability hereunder.

This letter of guarantee is submitted to Indian Law. The courts of Bangalore will have exclusive jurisdiction in this respect.

Yours truly,

[Name of the Bank]

_____ *Authorized Signature*